

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO PAID-UP OIL AND GAS LEASE

THE STATE OF TEXAS } **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT }

WHEREAS, a certain Paid-Up Oil and Gas Lease dated January 24, 2006 (the "Lease") was executed by and between Donna S. Merchant and Gary B. Merchant, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, and recorded as Document No. D206054511 of the Official Public Records of Tarrant County, Texas, covering 3.80 acres of land, more or less, out of the H.A. Lounes Survey, Abstract 1999, Tarrant County, Texas;

WHEREAS, the Lease is now owned by EnCana Oil & Gas (USA) Inc., a Delaware corporation;

WHEREAS, EnCana Oil & Gas (USA) Inc., and Donna S. Merchant and Gary B. Merchant, desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration in hand paid to Donna S. Merchant and Gary B. Merchant, by EnCana Oil & Gas (USA) Inc., the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Lease by correcting the **SUBJECT LANDS** on the Lease to:

SUBJECT LANDS

3.80 acres, more or less, located in the H.A. Lounes Survey Abstract 1999 located in Tarrant County, Texas and further described in those certain deeds listed below:

All that certain lot, tract or parcel of land lying and being situated in Tarrant County, Texas and being 3.80 acres of land, more or less, as described in the Corrected Warranty Deed With Vendor's Lien from Janet R. Guthrie to Donna S. Merchant and Gary B. Merchant dated November 12, 1999 as recorded in Corrected Warranty Deed with Vendors Lien, Document No. D201269398 of the deed records of Tarrant County, Texas.

It is understood and agreed by all parties hereto that the description contained herein shall supersede any provisions to the contrary in the Lease; in all other respects, the Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned do hereby lease, let, grant, and demise the lands covered by the Lease, as amended herein, and do hereby ratify and confirm the Lease.

FURTHER, the provisions hereof shall be binding upon parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

EXECUTED this 24 day of Jan, 2008.

LESSOR:

Donna S. Merchant and Gary B. Merchant

By: Donna S. Merchant
Donna S. Merchant

By: Gary B. Merchant
Gary B. Merchant

ACKNOWLEDGEMENT

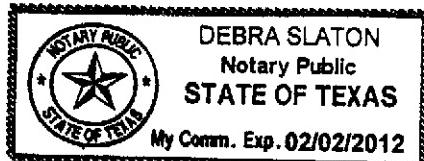
STATE OF TEXAS }

COUNTY OF TARRANT }

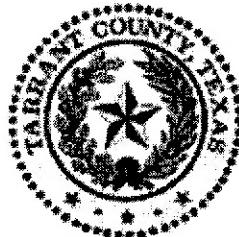
This instrument was acknowledged before me on this 24 day of Jan 2009
2008, by Donna S. Merchant and Gary B. Merchant.

Debra Slaton
Notary Public in and for the State of Texas

Printed Name: Debra Slaton
Commission Expires: 2/2/2012



AFTER RECORDING, PLEASE RETURN TO:
ENCANA OIL & GAS (USA), INC.
P.O. BOX 1475
Aledo, TX 76008



ENCANA OIL & GAS INC
PO BOX 1475

ALEDY TX 76008

Submitter: ANGELICA PROCTOR

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 02/23/2009 12:01 PM
Instrument #: D209048624
LSE 3 PGS \$20.00

By: _____



D209048624

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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